

**DECLARATION FOR UTILITY OR DESIGN
PATENT APPLICATION (37 CFR 1.47(b))**

Attorney Docket No: _____
Inventor Name: Verreault et al

COMPLETE IF KNOWN

Declaration submitted with initial filing

Application No: 09/787,782

☒ Declaration submitted after Initial
Filing (with surcharge)
(37 CFR 1.15 (e))

I.A. Filing Date: 21 SEP 99

Priority Date: 21 SEP 98

Examiner Name:

As a below named officer of the Applicant, I hereby declare that:

Applicant's business address, post office addr., and citizenship are as stated below:

It is believed that the names stated below are the original, first and sole inventors, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled:

CLEANSING TOWELETTE DISPENSER

the specification which

_____ is attached hereto OR

☒ was filed on _____ As United States Application No. or PCT Intl. Appln. No. 09/787,782 and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or any PCT international application having a filing date before that of the application on which priority is claimed.

| PRIOR FOREIGN NUMBERS: | COUNTRY: | FOREIGN FILING DATE: | PRIORITY NOT CLAIMED: | CERTIFIED COPY Yes No |
|---------------------------|----------|---|--------------------------|--------------------------|
| 2,248,503 | Canada | 21 SEP 98, now issued Canadian Patent No. 2,248,503 date: 02 FEB 00 | | |

☐ Additional foreign appln. nos. are listed on a supplemental priority data sheet PTO/SB/02B attached hereto.

I hereby claim the benefit under 35 U.S.C. 119(e) of any United States provisional application(s) listed below:

APPLICATION NUMBER(s):

FILING DATE:

☐ Addnl. provisional appln. Nos. are listed on a Supplementary priority data Sheet PTO/SB/02B attached.

DECLARATION - UTILITY or DESIGN PATENT APPLICATION

I hereby claim the benefit under 35 U.S.C. 120 of any United States application(s), or 365© of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of 35 U.S.C. 112, I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application.

U.S. PARENT APPLICATION
or PCT NUMBER:

PARENT FILING DATE:

PARENT PATENT NO:
(if applicable)

PCT/CA99/00849

28 SEP 99

☐ Additional U.S. or PCT international appln.nos. are listed on a supplemental priority data sheet PTO/SB/02B attached hereto.

As a named inventor, I hereby appoint the following registered practitioner(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

☒ Customer No: 21917 PLACE CUSTOMER NO. BAR CODE LABEL HERE
OR


Registered practitioner(s) name/registration number(s) listed below.

| NAME: | REGISTRATION NO: | NAME: | REGISTRATION NO: |
|-------------------|------------------|-------------------|------------------|
| Michael A. Slavin | 34,016 | Joseph S. Beckman | 45,529 |
| Ferris H. Lander | 43,377 | | |
| C. Fred Rosenbaum | 27,110 | | |

DIRECT ALL CORRESPONDENCE TO:

McHale & Slavin, P.A.
4440 PGA Blvd., Suite 402
Palm Beach Gardens, FL 33410
TELEPHONE: (561) 625-6575
FAX: (561) 625-6572

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 17 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

| | | | |
|---|-------------------|--|---------------------|
| Name of ASSIGNEE by Assignment | | <input type="checkbox"/> A Petition has been filed for this unsigned inventor. | |
| FULL NAME OF APPLICANT/ASSIGNEE Visimax U.S.A., Inc. | | SIGNOR ON BEHALF OF APPLICANT/ASSIGNEE DONALD G. CONRAD | |
| Signor's Signature  | | Date 5/31/01 | |
| Applicant/Assignee Full Business Address/City 7960 Central Industrial Blvd., Suite 125, Riviera Beach | State FL 33404 | Country U.S. | Citizenship U.S. |
| Mailing Address 7960 Central Industrial Blvd., Suite 125, | | | |
| City Riviera Beach | State FL | Country U.S. | |

| | | | |
|---|-----------------|---|-------------------------|
| NAME OF SOLE OR FIRST INVENTOR: | | <input checked="" type="checkbox"/> A Petition has been filed for this unsigned inventor. | |
| Given Name (first and middle (if any)) Richard | | Family Name or Surname Verrault | |
| Inventor's Signature | | | Date |
| Residence: City 6527 boul. St. Jacques, Neufchatel | State Quebec | Country CANADA | Citizenship CANADIAN |
| Mailing Address 6527 boul. St. Jacques, | | | |
| City Neufchatel | State Quebec | Country Canada G2C 1M3 | |

| | | | |
|--|-----------------|---|-------------------------|
| Name of Additional or Joint Inventor, if any: | | <input checked="" type="checkbox"/> A Petition has been filed for this unsigned inventor. | |
| Given Name (first and middle (if any)) Alain | | Family Name or Surname Jacques | |
| Inventor's Signature | | | Date |
| Residence: City 2287 Kennedy Road, Scott | State Quebec | Country CANADA | Citizenship CANADIAN |
| Mailing Address 2287 Kennedy Road, | | | |
| City Scott | State Quebec | Country CANADA G0S 3G0 | |

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| | | | |
|--|--------|---|-------------|
| NAME OF SOLE OR FIRST INVENTOR: | | <input checked="" type="checkbox"/> A Petition has been filed for this unsigned inventor. | |
| Given Name (first and middle (if any)) | | Family Name or Surname | |
| Richard | | Verrault | |
| Inventor's Signature | | | Date |
| Residence: City | State | Country | Citizenship |
| 6527 boul. St. Jacques, Neufchatel | Quebec | CANADA <i>CAR</i> | CANADIAN |
| Mailing Address | | | |
| 6527 boul. St. Jacques, | | | |
| City | State | Country | |
| Neufchatel | Quebec | Canada G2C 1M3 | |

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| | | | |
|--|--------|---|-------------|
| Name of Additional or Joint Inventor, if any: | | <input checked="" type="checkbox"/> A Petition has been filed for this unsigned inventor. | |
| Given Name (first and middle (if any)) | | Family Name or Surname | |
| Alain | | Jacques | |
| Inventor's Signature | | | Date |
| Residence: City | State | Country | Citizenship |
| 2287 Kennedy Road, Scott | Quebec | CANADA <i>CAR</i> | CANADIAN |
| Mailing Address | | | |
| 2287 Kennedy Road, | | | |
| City | State | Country | |
| Scott | Quebec | CANADA G0S 3G0 | |

Signature page attached

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

THE PURCHASE AGREEMENT (this "Agreement") is entered into this 1ST day of January, 2000, by and between VISIMAX USA, INC., a Florida corporation ("Purchaser") Richard Verreault and Alain Jacques, individuals and citizens of Canada ("Sellers"). This Agreement provides for the acquisition of certain patent rights in exchange for shares of common stock of Purchaser.

The parties hereto desire that Purchaser acquire the patent rights from the Sellers to Canadian Patent Application having Serial No. 2,248,503 and related PCT patent application having Serial No. PCT/CA99/00849 entitled "CLEANING TOWEL DISPENSER CONTAINER," an invention directed to the packing of eyeglass cleaning tissues under the trademark LU-NET (hereinafter the "Lu-Net Product"), in exchange for 1/3 of Visimax USA, stock ("Acquisition Shares") as provided under the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the representations, warranties and agreements of the parties contained herein, the parties hereto do hereby agree as follows:

1. Asset Purchase. Sellers hereby sell, transfer and assign to Purchaser, and purchaser does hereby acquire from the Sellers, on the terms and conditions set forth herein, all of Sellers's patents applications (Canadian Patent Application 2,248,503 filed 09/21/98 and related PCT patent application Serial No. PCT/CA99/00849 filed 10/7/99) as provided by the attached assignments including, but not limited to, designs, engineering data, inventions, processes, know-how, trade secrets and other items of intellectual property related thereto.

2. Assignment. Assignments, in form and substance satisfactory to Purchaser, transferring title to the Intellectual Property Assets to Purchaser, shall be signed concurrently with this asset purchase and are attached to this Purchase Agreement.

3. Purchase Price. Incident to the execution of this Agreement, Purchaser shall provide to Sellers, thirty-three and one third (33-1/3) shares of newly issued common stock of Purchaser.

4. Certificates for the Acquisition Shares. Purchaser shall deliver to Sellers duly executed certificates representing the Acquisition Shares, which shares shall be duly and validly issued.

5. Representations and Warranties.

a. Sellers have no material liabilities or material obligations

of any nature, whether accrued, absolute, contingent, unliquidated or otherwise, that affect title to the patent applications. There are no pending or, to the knowledge of the Sellers, threatened claims against Sellers alleging that the invention disclosed in the patent applications infringes or conflicts with the rights of others. To the best of Sellers knowledge, the product currently being sold under the teachings of the patent applications do not infringe or conflict with the rights of others.

b. No representation or warranty by Sellers contained in this Agreement nor any other written statement or certificate furnished or to be furnished by the Sellers pursuant hereto or in connection with the transactions contemplated hereby, when read together, contains or omits to state a material fact necessary to make the statements contained therein or herein or will contain any untrue statement of a material fact or omits or will not misleading in light of the circumstances under which they were made.

c. Sellers have not employed or engaged any broker, finder or similar intermediary in connection with the transactions contemplated herein, and no such person is entitled, as a result of Sellers actions, to any fee or commission payable by Sellers based upon the consummation of the transactions contemplated hereby.

6. Indemnification.

a. Sellers shall indemnify, defend and hold harmless Purchaser against any and all claims, demands, losses, liabilities, judgments, costs, expenses and obligations, including, without limitation, interest, penalties and reasonable attorneys' fees suffered or incurred by Purchaser which arise as a result from or relate to any breach of, or failure by Sellers to fulfill or perform any of the representations, warranties, covenants or agreements furnished under this Agreement.

b. Purchaser shall indemnify, defend and hold harmless Sellers against any and all claims, demands, losses, liabilities, judgments, costs, expenses and obligations, including, without limitation, interest, penalties and reasonable attorneys' fees suffered or incurred by Sellers which arise as a result from or relate to any breach of, or failure by Purchaser to fulfill or perform any of its representations, warranties, covenants or agreements furnished under this Agreement.

7. Miscellaneous.

7.1 Modification. This Agreement may not be amended, waived or modified except in writing executed by the parties hereto.

7.2 Severability. Any provision of this Agreement which is deemed to be invalid, illegal or unenforceable in any jurisdiction

shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

7.3 Applicable Law. This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Florida.

7.4 Further Assurances. Each of the parties hereto shall subsequent to this, date, and without charge to the other, take such additional actions and execute, deliver and file such additional instruments as may be reasonably required to give effect to the transactions contemplated hereby.

7.5 Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement on the date first above written.

Seller:
Richard Verreault
6527 boul. St. Jacques
Neufchatrel Quebec
Canada G2C 1M3

By: 

Date: 02/03/00

Seller:
Alain Jacques
1187 Kennedy Road
Scott, Quebec
Canada G0S 2G0

By: 

Date: 02/03/00

Purchaser
Visimax USA INC.
4362 Northlake Blvd.,
Suite 213,
Palm Beach Gardens, FL 33410

By: 

Date: 02/03/00

CANADIAN PATENT ASSIGNMENT

INVENTOR/ASSIGNOR: Richard Verreault

Status: Individual

Address: 6527 St-Jacques Blvd.

City: Neufchatel Quebec State/Zip: CANADA G2C 1M3

INVENTOR/ASSIGNOR: Alain Jacques

Status: Individual

Address: 1187, Kennedy Road,

City: Scott, Quebec State/Zip: CANADA G0S 3G0

ASSIGNEE: Visimax U.S.A. Inc.

Status: a Florida corporation

Address: 4362 Northlake Blvd., Suite 213

City: Palm Beach Gardens State/Zip: FL, 33410

TITLE OF INVENTION: CLEANING TOWEL DISPENSER CONTAINER

CANADIAN PATENT APPLICATION NO.: 2,248,503 FILING DATE: 1998/09/21

The Assignor having made the above invention and filed application for Letters Patent in Canada, thereon, and the Assignee being desirous of acquiring the same; in consideration of One Dollar (\$1.00) and other good and valuable consideration, the Assignor hereby assigns to the Assignee, including its successors, assigns, heirs, administrators, all of the Assignor's right, title and interest in and to the invention and the patent application therefore identified herein and to any and all patents which may evolve therefrom;

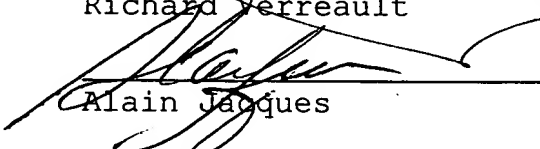
The Assignor assigns all of his right, title and interest in and to said invention in all foreign countries, and all applications for Letters Patent in foreign countries on said invention and any Letters Patent which may evolve therefrom, including the right to claim International Convention priority; and in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof;

The Assignor agrees to execute any papers or perform any acts required to establish, vest or protect the Assignee's rights therein or required by Assignee to obtain said patent, without any additional payment therefor, but without any expense to Assignor.

Date: 02/01/00


Richard Verreault

Date: 02/01/00


Alain Jacques

The foregoing instrument was acknowledged before me this ____ day of _____, 2000, by _____ and _____ in the city of _____, county of _____.

Notary: _____

Personally known _____

or Produced Identification _____

Type of Identification Produced _____

PCT PATENT ASSIGNMENT

INVENTOR/ASSIGNOR: Richard Verreault
Status: Individual
Address: 6527 St-Jacques Blvd.
City: Neufchatel, Quebec State/Zip: CANADA G2C 1M3

INVENTOR/ASSIGNOR: Alain Jacques
Status: Individual
Address: 1187 Kennedy Road
City: Scott, Quebec State/Zip: CANADA G0S 3G0

ASSIGNEE: Visimax U.S.A. Inc.
Status: a Florida corporation
Address: 4362 Northlake Blvd., Suite 213
City: Palm Beach Gardens State/Zip: FL, 33410

TITLE OF INVENTION: CLEANING TOWEL DISPENSER CONTAINER
INTERNATIONAL APPLICATION NO. PCT/CA99/00849
INTERNATIONAL FILING DATE: 21.09.99

The Assignors having made the above invention and filed a PCT application for Letters Patent, thereon, and the Assignee being desirous of acquiring the same; in consideration of One Dollar (\$1.00) and other good and valuable consideration, the Assignors hereby assign to the Assignee, including its successors, assigns, heirs, administrators, all of the Assignors' right, title and interest in and to the invention and the patent application therefore identified herein and to any and all patents which may evolve therefrom;

The Assignors assign all of their right, title and interest in and to said invention in all foreign countries, and all applications for Letters Patent in foreign countries on said invention and any Letters Patent which may evolve therefrom, including the right to claim International Convention priority; and in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof;

The Assignors agree to execute any papers or perform any acts required to establish, vest or protect the Assignee's rights therein or required by Assignee to obtain said patent, without any additional payment therefor, but without any expense to Assignors.

Date: 02/01/00


Richard Verreault

Date: 02/01/00


Alain Jacques

The foregoing instrument was acknowledged before me this ____ day of _____, 2000, by _____ and _____ in the city of _____, county of _____.

Notary:
Personally known _____
or Produced Identification _____